the marriage even though it were void under the statute and so annullment was refused in that case. In many cases the New York courts have been quite ready to interfere with the marriage relation upon the ground of general equity jurisdiction. It was declared in early cases that the court of chancery might annull marriages on the grounds of insanity and fraud without statutory warrant. *Wightman* v. *Wightman,* 5 Johns. Ch. 343; *Ferlat* v. *Gojon,* 1 Hopk. Ch. 478. In *Burtis* v. *Burtis,* 1 Hopk. Ch. 557, the general jurisdiction of the court of equity to annull marriages was restricted by holding that it extended only to matters affecting contracts in general and did not include the powers of the English Ecclesisatical courts. This has since been the rule in New York. *Davidson* v. *Ream,* 161 N. Y. Supp. 73. In *Griffin* v. *Griffin,* 47 N. Y. 134, the wife was given counsel fees by the court under its inherent power as a court of equity without statutory warrant where her husband had sued to annull the marriage and had failed to establish his case. In *Berry* v. *Berry,* 114 N. Y. Supp. 497, the court held that under its inherent powers as a court of equity it would refuse annullment of a marriage to a guilty party even though the express words of the statute would seem to authorize annullment at the suit of either party. The courts of other states, having general equity jurisdiction have, as a rule, granted annullment upon grounds of insanity, fraud and duress without statutory warrant. *Avakian* v. *Avakian,* 69 N. J. Eq. 89; *Carris* v. *Carris,* 24 N. J. Eq. 516; *Powell* v. *Powell,* 18 Kan. 371; *Clark* v. *Field,* 13 Vt. 460. In *Davis* v. *Whitlock,* 90 S. C. 233, the marriage was void under a statute and the court held that it had inherent power to declare it so, as this would relieve the parties of the uncertainty as to their status, and remove any cloud from title which uncertainty as to marriage status might put there.

BANKRUPTCY—ENFORCEMENT OF LIENS AFTER BANKRUPTCY.—More than four months before bankruptcy the bankrupt gave a security deed to land which, after adjudication, the lien creditor, without the consent of the bankruptcy court, sold at public auction in accordance with the terms of the deed. *Held,* that the sale did not divest the title of the trustee. *Cohen* v. *Nixon & Wright,* 236 Fed. 407.

The filing of the petition is a caveat to all the world, and in effect, an attachment and injunction, *Mueller* v. *Nugent,* 184 U. S. 1, 14, but only as to parties who have no substantial claim of a lien or title to the property claimed as that of the bankrupt. Until the property is in the custody or control, actual or constructive, of the receiver in bankruptcy, or of the trustee, marshal, referee, or (after filing of the bankruptcy petition) of the bankrupt or his agent, it is not *in custodia legis* for the purpose of "assumption of jurisdiction" by the bankruptcy court. See REMINGTON, BANKRUPTCY, §1807, for discussion and citation of cases. *In re Rathman,* 183 Fed. 913, 106 C. C. A. 253; *York Mfg. Co.* v. *Cassell,* 201 U. S. 344, 352, 353, 26 Sup. Ct. 924, 106 C. C. A. 253; *Hiscock* v. *Varick Bank,* 206 U. S. 28, 27 Sup. Ct. 681, 51 L. Ed. 945; *Jacqueth* v. *Rowley,* 188 U. S. 620, 625, 23 Sup. Ct. 369, 47 L. Ed. 620. *Fidelity Trust Co.* v. *Gaskell,* 195 Fed. 865. Hence the statement in *Acme Harvester Co.* v. *Beekman Co., 222* U. S. 301, 32 Sup.

Ct. 96, 56 L. Ed. 208, that the filing of the bankruptcy petition is itself an assumption of jurisdiction is too broad. In the principal case the bankrupt was in possession after the filing of the petition, the property was therefore *in custodia legis,* and the sale by the lien creditors without the sanction of the bankruptcy court was void. *In re Epstein,* 156 Fed. 42, 17 L. R. A. N. S. 465. The court in the principal case declined to follow *Hiscock* v. *Varick Bank,* in which a sale by the pledgee, prior to adjudication and subsequent to the petition, was held valid, on the ground that the pledgee had had title to and possession of the pledged policies more than two years before the filing of the petition. As a matter of fact, the title of the pledgee was not that of absolute owner, but was almost identical with that held by the lien creditor in the principal case. The true ground of distinction would seem to be that the lien property was not *in custodia legis* within the meaning of the rule laid down supra. The *Hiscock* case might, in the light of subsequent decisions, be criticized for its dictum that though the trustee's title vests as of the date of adjudication, it does not "relate back to the commencement of the proceedings in bankruptcy."

BANKRUPTCY—JURISDICTION OF SUPREME COURT.—A direct appeal was made to the Supreme Court of the United States from a decree of the Supreme Court of the District of Columbia, adjudging appellee not a bankrupt. On the ground that this case was not a "controversy arising in bankruptcy proceedings," the writ of error was dismissed for want of jurisdiction. *Swift & Co. et al* v. *Hoover,* (1916), 37 Sup. Ct. —.

The mode of appeal in a given case depends upon whether the case presents a proceeding or step in bankruptcy or whether it is a "controversy arising in bankruptcy proceedings." *Coder* v. *Arts,* 213 U. S. 223, 234. In the latter case alone can there be an appeal to the Supreme Court of the United States as provided by § 24a, since Congress has "failed to give an appellate review in 'proceedings in bankruptcy' * * * from a decree with reference to an adjudication in bankruptcy." "There is a clear distinction between 'controversies arising in bankruptcy proceedings' as mentioned in § 24a, and the 'proceedings in bankruptcy' which by § 24b, the Circuit Court of Appeals are given jurisdiction to superintend and revise 'in matter of law': the former being generally held to embrace questions between the trustee, representing the bankrupt and his creditors, on the one side, and adverse claimants, on the other, and not directly affecting those administrative orders and judgments ordinarily known as 'proceedings in bankruptcy'; and the latter being confined to those questions arising between the bankrupt and his creditors which are the very subject of such administrative orders and judgments, from the petition for adjudication to the discharge, and including the intermediate administrative steps, and such controversies as arise between the parties to the bankruptcy proceedings as are involved in the allowance of claims, fixing their priorities, sales allowances, and other matters to be disposed of summarily." *Thompson* v. *Mauzy,* 174 Fed. 611. An adjudication of bankruptcy or a refusal to adjudicate, *Denver First Nat. Bank* v. *Klug,* 186 U. S. 202, 22 Sup. Ct. 899, 46 L. Ed. 1127; a judgment granting or deny-